ORIGINAL

FILED
08 MAY -2 PM 12:44
CLERK, U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
BY: DEPUTY

MILLER & MARTIN PLLC
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Attorneys for Defendants
GB ACQUISITIONS, INC. and
GORDON BIERSCH BREWERY
RESTAURANT GROUP, INC.

'08 CV 0805 W AJB

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

ANGELIQUE COBB, on behalf of herself and all others similarly situated,

Plaintiffs,

v.

GORDON BIERSCH BREWING COMPANY, INC., a California Corporation; GB ACQUISITIONS, INC., a Tennessee Corporation; GB ACQUISITIONS, INC., dba GORDON BIERSCH BREWERY RESTAURANT GROUP, INC.; and DOES 1 through 125, Inclusive,

Defendants.

Case No.: To be Assigned

State Court Case No.: 37-2008-00079891-CU-OE-CTL

DECLARATION OF JENNIFER B. ROBINSON FILED IN SUPPORT OF DEFENDANT GB ACQUISITIONS, INC.'S NOTICE OF REMOVAL OF ACTION UNDER 28 *U.S.C.* §§ 1332 (d) (CLASS ACTION) AND 1453

I, the undersigned, certify and declare as follows:

1. I am an attorney with Miller & Martin PLLC, attorneys of record for Defendants GB Acquisitions, Inc. and Gordon Biersch Brewery Restaurant Group, Inc. in this action, and I have personal knowledge of the facts stated herein. If necessary, I could and would testify truthfully to the facts stated herein.

2. Attached hereto as Exhibit 1 is a true and correct copy of the Proof of Service, Summons, Complaint, Notice of Case Assignment and ADR Information Package served on Defendants GB Acquisitions, Inc. and Gordon Biersch Brewery Restaurant Group, Inc. on April 3, 2008, through their registered agent for service of process.

3. Attached hereto as Exhibit 2 is a true and correct copy of various documents from the Tennessee Secretary of State regarding GB Acquisitions, Inc.'s Articles of Incorporation and showing that GB Acquisitions' principal place of business is in Chattanooga, Tennessee.

4. Attached hereto as Exhibit 3 is a true and correct copy of various documents from the Tennessee Secretary of State regarding Gordon Biersch Brewery Restaurant Group, Inc.'s Articles of Incorporation and showing that Gordon Biersch Brewery Restaurant Group, Inc.'s principal place of business is in Chattanooga, Tennessee.

5. Attached hereto as Exhibit 4 is a true and correct copy of a document from the California Secretary of State regarding Gordon Biersch Brewing Company, Inc.'s state of incorporation (California) and principal place of business (in Las Vegas, Nevada).

6. The class identified in the Complaint which is attached as part of Exhibit 1 hereto consists of hourly restaurant employees.

7. Upon information and belief, Defendant Gordon Biersch Brewing Company, Inc. does not operate restaurants and has not done so in the past four years.

8. As such, if the parties do not voluntarily agree to dismiss Defendant Gordon Biersch Brewing Company, Inc., upon information and belief, it will file a motion for dismissal on this ground.

9. Neither Defendant GB Acquisitions, Inc. nor Defendant Gordon Biersch Brewery Restaurant Group, Inc. has had a class action filed against it in the past three (3) years.

10. Upon information and belief, the average hourly rate of pay for the named Plaintiff, Angelique Cobb, during the relevant time period was approximately $7.50 per hour plus tips. Based upon information and belief, at all relevant times, there were approximately 2,300 putative class members (hourly employees engaged in restaurant operations for Defendant GB Acquisitions, Inc.).

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this the first day of May, 2008, in Nashville, Davidson County, Tennessee.

Jennifer Robinson

Jennifer B. Robinson

ANGELIQUE COBB v. GORDON BIERSCH BREWING, et al.

PROOF OF SERVICE

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is: Andrews · Lagasse · Branch & Bell LLP 11232 El Camino Real, Suite 100, San Diego, CA 92130. On May 2, 2008, I served the within documents:

DECLARATION OF JENNIFER B ROBINSON FILED IN SUPPORT OF DEFENDANT GB ACQUISITIONS, INC.'S NOTICE OF REMOVAL OF ACTION UNDER 28 USC §§1332 (d) (CLASS ACTION) AND 1453

☐ by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m.

☐ by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.

☒ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in United States mail in the State of California at San Diego, California, addressed as set forth below.

☐ by placing a true copy thereof enclosed in a sealed envelope, at a station designated for collection and processing of envelopes and packages for overnight delivery by FedEx as part of the ordinary business practices of Andrews · Lagasse · Branch & Bell LLP described below, addressed as follows:

☐ by placing a true copy thereof enclosed in a sealed envelope, at a station designated for collection and processing of envelopes and packages for overnight delivery by Express Mail by U.S. post office as part of the ordinary business practices of Andrews · Lagasse · Branch & Bell LLP described below, addressed as follows:

Michael D. Singer J. Jason Hill COHELAN & KHOURY 605 C Street, Suite 200 San Diego, CA 92101 (619) 595-3001 Attorneys for Plaintiff ANGELIQUE COBB	Jennifer B. Robinson MILLER & MARTIN PLLC 1200 One Nashville Place 150 Fourth Avenue North Nashville, Tennessee 37219-2433 (615) 244-9270 Co-Counsel for Defendants GB ACQUISITIONS, INC. and GORDON BIERSCH BREWERY RESTAURANT GROUP, INC.

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 2, 2008, at San Diego, California.

Erika Andrade

Erika Andrade

Andrews, Lagasse, Branch & Bell LLP
11232 El Camino Real, Suite 250
San Diego, CA 92130

EXHIBIT 1

NATIONAL REGISTERED AGENTS, INC.

SERVICE OF PROCESS SUMMARY TRANSMITTAL FORM

To: LARRY D. BENTLEY
GORDON BIERSCH BREWERY RESTAURANT GROUP
2001 RIVERSIDE DR., STE 3100
P.O. BOX 5907
CHATTANOOGA, TN 37406-

SOP Transmittal # CA56958

(800) 767-1553 - Telephone
(609) 716-0820 - Fax

Defendant: GORDON BIERSCH BREWERY RESTAURANT GROUP (dba for GB ACQUISITION, INC.)
(Entity Served)

Enclosed herewith are legal documents received on behalf of the above captioned entity by National Registered Agents, Inc. or its Affiliate in the State of CALIFORNIA on this 3 day of April , 2008 . The following is a summary of the document(s) received:

1. **Title of Action:** Angelique Cobb v. Gordon Biersch Brewing Company, Inc., et al.

2. **Document(s) served:**

x Summons	__ Subpoena	__ Injunction
x Complaint	__ Third Party Complaint	__ Notice of
__ Petition	x Demand for Jury Trial	__ Mechanics Lien
__ Garnishment	__ Default Judgement	__ Other:

3. **Court of Jurisdiction/ Case & Docket Number:** San Diego County Superior Court, Hall of Justice, Central
37-2008-00079891-CU-OE-CTL

4. **Amount Claimed, if any:** Please See Attached

5. **Method of Service** (select one):

x Personally served by:	x Process Server	__ Deputy Sheriff	__ U. S Marshall
__ Delivered Via:	__ Certified Mail (Envelope enclosed)	__ Regular Mail (Envelope enclosed)	__ Facsimile
__ Other (Explain):			

6. **Date and Time of Service:** 4/3/2008 1:43:59 PM PST (GMT -8)

7. **Appearance/Answer Date:** 30 Days

8. **Plaintiff's Attorney:** (Name, Address & Telephone Number)
Michael D. Singer, Esq.
Cohelan & Khoury
605 C Street
Suite 200
San Diego, CA 92101
(619) 595-3001

9. **Federal Express Airbill #** 790976861640

10. **Call Made to:** VM - LARRY D. BENTLEY

11. **Special Comments:**

NATIONAL REGISTERED AGENTS, INC.

Copies To:

Transmitted by: Dena LaPorta

The information contained in this Summary Transmittal Form is provided by National Registered Agents, Inc. for informational purposes only and should not be considered a legal opinion. It is the responsibility of the parties receiving this form to review the legal documents forwarded and to take appropriate action.

ORIGINAL

SUMMONS
(CITACION JUDICIAL)

SUM-100

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

FILED
CIVIL BUSINESS OFFICE 7
CENTRAL DIVISION
08 MAR 13 PM 4:19
CLERK-SUPERIOR COURT
SAN DIEGO COUNTY, CA

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):
GORDON BIERSCH BREWING COMPANY, INC. a California Corporation; GB ACQUISITIONS, INC., a Tennessee Corporation; GB ACQUISITIONS dba GORDON BIERSCH BREWERY RESTUARANT GROUP, INC.; and DOES 1 through 125, Inclusive

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
ANGELIQUE COBB, on behalf of herself and all others similarly situtated

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov/selfhelp/espanol/), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.courtinfo.ca.gov/selfhelp/espanol/) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:
(El nombre y dirección de la corte es):
San Diego Superior
Hall of Justice
330 West Broadway
San Diego, CA 92101
Central

CASE NUMBER: *(Número del Caso):* 37-2008-00079891-CU-OE-CTL

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Michael D. Singer, Esq. SBN 115301 619-595-3001 619-595-3000
J. Jason Hill, Esq. SBN 179630
COHELAN & KHOURY
605 C Street, Suite 200, San Diego, CA 92101

DATE: *(Fecha)* MAR 13 2008 Clerk, by *(Secretario)* C. Selinsky, Deputy *(Adjunto)*

(For proof of service of this summons, use Proof of Service of Summons *(form POS-010).)*
(Para prueba de entrega de esta citatión use el formulario Proof of Service of Summons, *(POS-010)).*

[SEAL]

NOTICE TO THE PERSON SERVED: You are served
1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of *(specify)*: DN
3. ☒ on behalf of *(specify)*: ~~GB Acquisitions, Inc. Dba~~ Gordon Biersch Brewery Restaurant Group, Inc

under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other *(specify)*:
4. ☒ by personal delivery on *(date)*: 4-3-08

Page 1 of 1

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
J. Jason Hill, Esq. SBN 179630

COHELAN & KHOURY
605 C Street, Suite 200
San Diego, CA 92101
TELEPHONE NO.: 619-595-3001 FAX NO.: 619-595-3000
ATTORNEY FOR (Name): Plaintiff

FOR COURT USE ONLY

FILED
CIVIL BUSINESS OFFICE 7
CENTRAL DIVISION
08 MAR 13 PM 4:19
CLERK-SUPERIOR COURT
SAN DIEGO COUNTY, CA

SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Diego
STREET ADDRESS: Hall of Justice
MAILING ADDRESS: 330 West Broadway
CITY AND ZIP CODE: San Diego, CA 92101
BRANCH NAME: Central

CASE NAME: Cobb v. Gordon Biersch Brewing Company, et al.

CIVIL CASE COVER SHEET

[x] Unlimited (Amount demanded exceeds $25,000)
[ ] Limited (Amount demanded is $25,000 or less)

Complex Case Designation
[ ] Counter [ ] Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER:
JUDGE:
DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort
[ ] Auto (22)
[ ] Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
[ ] Asbestos (04)
[ ] Product liability (24)
[ ] Medical malpractice (45)
[ ] Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort
[ ] Business tort/unfair business practice (07)
[ ] Civil rights (08)
[ ] Defamation (13)
[ ] Fraud (16)
[ ] Intellectual property (19)
[ ] Professional negligence (25)
[ ] Other non-PI/PD/WD tort (35)

Employment
[ ] Wrongful termination (36)
[x] Other employment (15)

Contract
[ ] Breach of contract/warranty (06)
[ ] Rule 3.740 collections (09)
[ ] Other collections (09)
[ ] Insurance coverage (18)
[ ] Other contract (37)

Real Property
[ ] Eminent domain/Inverse condemnation (14)
[ ] Wrongful eviction (33)
[ ] Other real property (26)

Unlawful Detainer
[ ] Commercial (31)
[ ] Residential (32)
[ ] Drugs (38)

Judicial Review
[ ] Asset forfeiture (05)
[ ] Petition re: arbitration award (11)
[ ] Writ of mandate (02)
[ ] Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)
[ ] Antitrust/Trade regulation (03)
[ ] Construction defect (10)
[ ] Mass tort (40)
[ ] Securities litigation (28)
[ ] Environmental/Toxic tort (30)
[ ] Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment
[ ] Enforcement of judgment (20)

Miscellaneous Civil Complaint
[ ] RICO (27)
[ ] Other complaint *(not specified above)* (42)

Miscellaneous Civil Petition
[ ] Partnership and corporate governance (21)
[ ] Other petition *(not specified above)* (43)

2. This case [x] is [ ] is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
   a. [ ] Large number of separately represented parties
   b. [x] Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
   c. [x] Substantial amount of documentary evidence
   d. [x] Large number of witnesses
   e. [ ] Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
   f. [ ] Substantial postjudgment judicial supervision
3. Remedies sought *(check all that apply)*: a. [x] monetary b. [x] nonmonetary; declaratory or injunctive relief c. [ ] punitive
4. Number of causes of action *(specify)*: Six (6)
5. This case [x] is [ ] is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. *(You may use form CM-015.)*

Date: March 13, 2008
J. Jason Hill, Esq. SBN 179630
(TYPE OR PRINT NAME)

▶ (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Form Adopted for Mandatory Use
Judicial Council of California
CM-010 [Rev. July 1, 2007]

CIVIL CASE COVER SHEET

Legal Solutions Plus

Cal. Rules of Court, rules 2.30, 3.220, 3.400-3.403, 3.740;
Cal. Standards of Judicial Administration, std. 3.10

Timothy D. Cohelan, Esq., SBN 60827
Isam C. Khoury, Esq., SBN 58759
Michael D. Singer, Esq., SBN 115301
J. Jason Hill, Esq., 179630
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605 C Street, Suite 200
San Diego, CA 92101-5305
Telephone: (619) 595-3001
Facsimile: (619) 595-3000

FILED
CIVIL BUSINESS OFFICE 7
CENTRAL DIVISION
08 MAR 13 PM 4:19
CLERK-SUPERIOR COURT
SAN DIEGO COUNTY, CA

Attorneys for Plaintiff ANGELIQUE COBB,
on behalf of herself and all others similarly situated

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN DIEGO - CENTRAL DIVISION

ANGELIQUE COBB, on behalf of herself and all others similarly situated, Plaintiffs, v. GORDON BIERSCH BREWING COMPANY, INC., a California Corporation; GB ACQUISITIONS, INC., a Tennessee Corporation; GB ACQUISITIONS, INC. dba GORDON BIERSCH BREWERY RESTAURANT GROUP, INC.; and DOES 1 through 125, Inclusive, Defendants.	**CASE NO.** 37-2008-00079891-CU-OE-CTL **CLASS ACTION COMPLAINT FOR DAMAGES, RESTITUTION AND INJUNCTIVE RELEIF** **1) Failure to Pay Hourly and Overtime Wages (Lab. Code § 1194; IWC Order 5-2001)** **2) Failure to Provide Meal Periods or Compensation in Lieu Thereof (Lab. Code, §§ 226.7, 512; IWC Order 5-2001(11); Cal. Code Regs., Title 8, § 11050(11))** **3) Failure to Provide Rest Periods or Compensation in Lieu Thereof (Lab. Code, § 226.7; IWC Order 5-2001(12); Cal. Code Regs., Title 8, § 11050(12))** **4) Failure to Provide Minimum Reporting Time Pay (IWC Order 5-2001, Section (5A); Cal. Code Regs., Title 8, § 11050(5)(A))** **5) Failure to Compensate Employees for Required Expenses (Lab. Code, § 2802; IWC Order 5-2001(9)(A) and (B); Cal. Code Regs., Title 8, §§ 11050(9)(A) and (B))** **6) Violations of the Unfair Competition Law (Bus. & Prof. Code, §§ 17200-17208)** **DEMAND FOR JURY TRIAL**

Plaintiff ANGELIQUE COBB, on behalf of herself and all others similarly situated, complain and allege as follows:

I.

INTRODUCTION

1. This case arises out of the failure to provide rest and meal periods, requiring employees to work straight time and overtime while clocked out for meal periods, failing to reimburse expenses for speciality items like uniforms and work shirts, and failure to provide at least half the scheduled shift to employees who report to work. The preceding applies to certain California employees employed by, or formerly employed by, GORDON BIERSCH BREWING COMPANY, INC., GB ACQUISITIONS, INC., and GB ACQUISITIONS, INC. dba GORDON BIERSCH BREWERY RESTAURANT GROUP, INC. (hereinafter collectively referred to as "GORDON BIERSCH" and "GORDON BIERSCH's Non-exempt hourly employees"). The proposed plaintiff class consists of persons classified as hourly non-exempt employees and other similarly situated employees of Defendants who, during the class period, which is defined as four years prior to filing the complaint through the present, were required to perform off the clock work while clocked out for meal periods, were denied overtime compensation, meal periods, rest breaks, or an hour's pay in lieu thereof, and whose work attire expenses were not properly reimbursed.

2. During the class period, Defendants had a consistent policy of requiring Plaintiff and members of the Plaintiff class to clock out for meal periods while continuing to perform work-related duties without being compensated at their regular rate of pay in violation of California state wage and hour laws.

3. During the class period, Defendants have had a consistent policy of requiring GORDON BIERSCH's Non-Exempt Employees within the State of California, including Plaintiff, to work through meal periods or work without a meal period for at least five (5) hours of a shift and failing to pay such employees one (1) hour of pay at the employees' regular rate of compensation for each workday that the meal period is not provided, or other compensation, as required by California state wage and hour laws.

4. During the class period, Defendants have had a consistent policy of failing to provide GORDON BIERSCH's Non-Exempt Employees within the State of California, including Plaintiff, rest periods of at least ten (10) minutes per four (4) hours worked or major fraction thereof and failing to pay such employees one (1) hour of pay at their regular rate of compensation for each workday that the rest period is not provided, or other compensation, as required by California state wage and hour laws.

5. During the class period, Defendants have had a consistent policy of failing to provide GORDON BIERSCH's Non-Exempt Employees within the State of California, including Plaintiff, minimum reporting time pay of the usual scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the regular rate of pay when an employee is scheduled to report to work but is furnished less than half of said employee's usual or scheduled days work. Furthermore, said non-exempt Employees tips were routinely over-reported based on credit card receipts due to inadequate and inaccurate record keeping by said Defendants, and each of them, resulting in increased and unfair tax liabilities to the employees.

6. During the class period, Defendants have had a consistent policy of failing to provide GORDON BIERSCH's Non-Exempt Employees within the State of California, including Plaintiff, compensation for the purchase of required specialty items.

7. Plaintiff, on behalf of herself and all Class Members, brings this action pursuant to Labor Code sections 218, 226.7, 512, 1194, and 2802, and California Code of Regulations, Title 8, section 11050 seeking unpaid hourly wages, unpaid rest and meal period compensation, minimum reporting pay, compensation for required purchases, penalties, injunctive and other equitable relief, and reasonable attorney's fees and costs.

8. Plaintiff, on behalf of herself and all Class Members, brings this action pursuant to Business and Professions Code sections 17200-17208, also seeks injunctive relief, restitution, and disgorgement of all benefits Defendants enjoyed from their failure to provide hourly wages, overtime wages for off-the-clock working while clocked out for meal periods, rest and meal period compensation, minimum reporting pay, and for increased tax liability for said Defendants failure to accurately report tip earnings.

II.

JURISDICTION AND VENUE

8. Venue as to these Defendants is proper in this judicial district, pursuant to Code of Civil Procedure section 395. Plaintiff is a resident of San Diego County and was employed by Defendants in San Diego County. As Defendants operate a restaurant and are doing business in San Diego County, they are within the jurisdiction of this Court for service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and those similarly situated within the State of California and within San Diego County. Defendants employ numerous Class Members in San Diego County and throughout the State of California.

III.

THE PARTIES

A. The Plaintiffs

9. Plaintiff ANGELIQUE COBB is a resident of San Diego County, California. At all relevant time herein, she has been employed by Defendants as a server in San Diego County, California, and has been employed by GORDON BIERSCH as an hourly employee in a non-exempt capacity during the liability period.

10. As a server, Plaintiff COBB was regularly required to:

a. work off the clock while clocked out for meal periods;

b. work through rest and meal periods and was required under threat of retaliation to sign for lunch whether taken or not;

c. work in excess of five (5) and/or ten (10) hours per day without being provided a first and/or second meal period and not being compensated one (1) hour of pay at her regular rate of compensation for each workday that a meal period was not provided, all in violation of California labor laws, regulations, and Industrial Welfare Commission Wage Orders;

d. work without being provided a minimum ten (10) minute rest period for every four (4) hours or major fraction thereof worked and not being compensated one (1) hour of pay or other compensation at her regular rate of compensation for each work day that a rest period was not provided;

e. report for work as scheduled only to be furnished with less than half of her usual or scheduled day's work without compensation for half the usual or scheduled day's work at her regular rate of pay;

f. report tip compensation greater than that which was actually paid due to poor, inadequate and inaccurate record keeping by said Defendants, and each of them, resulting in unfair and increased state and federal tax liabilities to said employees and the putative class; and

g. purchase additional specialty items including, specific uniform shirts and aprons and/or non-slip shoes without being reimbursed in violation of California labor laws, regulations, and Industrial Welfare Commission Wage Orders.

B. The Defendants

11. Defendants, GORDON BIERSCH BREWING COMPANY, INC., GB ACQUISITIONS, INC., GB ACQUISITIONS, INC. dba GORDON BIERSCH BREWERY RESTAURANT GROUP, INC. and any subsidiaries or affiliated companies, are engaged in the ownership and operation of restaurants located in San Diego County and throughout California. During the liability period, Defendants employed Plaintiff and similarly situated persons as GORDON BIERSCH's Non-Exempt Employees within California and San Diego County. On information and belief, GORDON BIERSCH is conducting business in good standing in California under a variety of restaurant names and/or fictitious business names.

12. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued here in as DOES 1 through 125, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure section 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when

such identities become known. Furthermore, each Defendant, including DOES, is believed to be part of a joint venture and/or enterprise engaged in current and ongoing wage and hour violations as more specifically set forth herein, and that, in the event that judgment is entered against the incorrect entity, Plaintiff may enforce judgment to the extent permitted by law under all available theories and remedies, including without limitation, alter ego liability.

13. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants.

IV.

GENERAL ALLEGATIONS

14. Defendants operate and, at all times during the liability period, have conducted business in San Diego County and elsewhere within California. Defendants operate restaurants throughout California selling food and drink items. At these restaurants, Defendants have, among other things, employed persons as servers and other hourly positions.

15. Upon information and belief, GORDON BIERSCH is staffed by, among other positions, non-exempt restaurant employees or other similar positions. Upon information and belief, these employees work in non-exempt, non-managerial positions and include, but are not limited to, cooks, servers, bussers, hosts/hostesses, cashiers, dishwashers, cleaners, and or similar and incidental positions related to the operation of a restaurant, and 1) have not been paid during the relevant liability period legal wages, overtime wages for working while clocked out for meal periods, and minium reporting pay pursuant to the Labor Code, Industrial Welfare Commission Wage Order 5-2001 and other applicable Wage Orders, 2) were not provided rest periods for work periods of four hours or major fractions thereof or meal periods for work days in excess of five (5) and or ten (10) hours and, 3) were not compensated one hour's wages or other compensation in lieu thereof.

16. Plaintiff is informed and believes, and based thereon alleges, Defendants currently employ, and during the relevant time period have employed, hundreds of employees in the State

of California in non-exempt positions such as servers and/or other similarly situated positions.

17. GORDON BIERSCH's Non-Exempt Employees spend the majority of their time doing the following routine, non-discretionary tasks, including but not limited to: taking orders, serving food and drinks, and clearing and setting tables. These duties occupy more than 50% of the work time of each GORDON BIERSCH Non-Exempt Employee.

18. GORDON BIERSCH's Non-Exempt Employees are, and at all relevant times pertinent hereto, have been non-exempt employees within the meaning of California Labor Code, and the implementing rules and regulations of the IWC California Wage Orders.

19. During the class period, named Plaintiff and members of the Plaintiff Class were employed by Defendants as GORDON BIERSCH's Non-Exempt Employees and were paid on an hourly basis.

20. During the class period, Plaintiff and the members of the Plaintiff Class were encouraged by management to regularly clock out for a meal break and continue working without being paid at their regular rate of compensation. Plaintiff is informed and believes, and based thereupon alleges that GORDON BIERSCH management and control employees had the capability and did and in fact alter electronic time records of Plaintiff and the putative class throughout the relevant class period so as to minimize or eliminate overtime pay for GORDON BIERSCH's Non-exempt hourly employees. GORDON BIERSCH and all DOE Defendants condoned, authorized and ratified this wrongful conduct of their managing agents.

21. During the class period Plaintiff and the members of the Plaintiff Class of GORDON BIERSCH's Non-Exempt Employees were required by management to take a thirty (30) minute meal break at the completion of the employees' shifts, which frequently exceeded eight (8) hours. Plaintiff is informed and believes, and based thereupon alleges that GORDON BIERSCH management and control employees required under threat of termination or retaliation that Plaintiff and the putative class throughout the relevant class period manually sign in and out for lunch at the end of each workday irrespective of whether a lunch was taken and that, in fact, 30-minute uninterrupted lunch breaks were not permitted to any employee during the relevant time period. GORDON BIERSCH and all DOE Defendants condoned, authorized and ratified

this wrongful conduct of their managing agents so as to maximize productivity and profitability at the expense of their employees.

22. During the class period, Plaintiff and the members of the Plaintiff Class were not informed of their right to take a ten-minute rest break for every four (4) hours of work, nor were employees authorized or permitted to take such breaks with any frequency as required by California Labor Code and applicable regulations.

23. During the class period, Plaintiff and the members of the Plaintiff Class were required to work in excess of four (4) hours without being provided a rest period and were required to work in excess of five (5) and/or ten (10) hours per day, without being provided meal periods, as mandated under the California Labor Code, and the implementing rules and regulations of the IWC California Wage Orders.

24. During the class period, Plaintiff and the members of the Plaintiff Class were regularly dismissed after reporting for their regular shifts without being furnished at least half the day's work hours.

25. During the class period, Plaintiff and the members of the Plaintiff Class were not compensated half the usual or scheduled day's work, but in no event less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, when the employee was furnished less than half of said employee's usual or scheduled day's work.

26. During the class period, Plaintiff and the members of the Plaintiff Class were not reimbursed for the purchase of specialty items employees were required to wear including, aprons, uniforms, safety shoes and specific uniform shirts and logo items from GORDON BIERSCH, all in violation of Labor Code section 2802.

V.

CLASS ACTION ALLEGATIONS

27. Plaintiff brings this action on behalf of herself and all other similarly situated persons as a class action pursuant to section 382 of the Code of Civil Procedure. Plaintiff seeks to represent a Plaintiff Class composed of and defined as follows:

All of Defendants' California non-exempt hourly restaurant employees who worked for defendants at any time four years prior to the filing of this action through the date of trial ("Relevant Time Period").

28. Plaintiff also seeks to bring this action on behalf of herself and all other similarly situated persons in a sub-class of the plaintiff class, which is composed of and defined as follows:

Plaintiff Sub-Class: All Plaintiff Class Members who worked off-the-clock while clocked out for meal periods.

29. Plaintiff also seeks to bring this action on behalf of herself and all other similarly situated persons in a sub-class of the plaintiff class, which is composed of and defined as follows:

Plaintiff Sub-Class: All Plaintiff Class Members who were not provided with lawful meal periods and who were not paid the hour of pay owed for meal periods which were not provided.

30. Plaintiff also seeks to bring this action on behalf of herself and all other similarly situated persons in a sub-class of the plaintiff class, which is composed of and defined as follows:

Plaintiff Sub-Class: All Plaintiff Class Members who were not provided with lawful rest periods and who were not paid the hour of pay owed for rest periods which were not provided

31. Plaintiff also seeks to bring this action on behalf of herself and all other similarly situated persons in a sub-class of the plaintiff class, which is composed of and defined as follows:

Plaintiff Sub-Class: All Plaintiff Class Members who were required to report for work and reported to work, but were not put to work or were furnished less than half the usual or scheduled day's work, and were not paid for half the usual or scheduled day's work.

32. Plaintiff also seeks to bring this action on behalf of herself and all other similarly situated persons in a sub-class of the plaintiff class, which is composed of and defined as follows:

Plaintiff Sub-Class: All Plaintiff Class Members who Defendant did not reimburse for the required purchase of specialty items.

33. Plaintiff reserves the right under California Rules of Court applicable to class action proceedings, to amend or modify the class description with greater specificity or further division into subclasses or limitation to particular issues.

34. Ther action has been brought and may be properly maintained as a class action under the provisions of section 382 of the Code of Civil Procedure because there is a well-defined community of interest in the litigation and the proposed Class is easily ascertainable.

A. Numerosity

35. The potential members of the Class as defined are so numerous that joinder of all the members of the Class is impracticable. While the precise number of Class Members has not been determined at this time, Plaintiff is informed and believes that Defendants currently employ, and during the relevant time periods employed, hundreds of employees, many in the State of California, in positions as GORDON BIERSCH's Non-Exempt Employees in San Diego County and dispersed throughout California who have been affected by Defendants' policy of requiring hourly employees to work off-the-clock, requiring such employees to work through meal periods and not providing rest or second meal periods without the appropriate legal compensation, failing to provide at least half of said employee's usual or scheduled day's work or compensation in lieu thereof, and failing to compensate employees for required expenses.

36. Accounting for employee turnover during the relevant periods necessarily increases the number substantially. Upon information and belief, Plaintiff alleges Defendants' employment records would provide information as to the number and location of all Class Members. Joinder of all members of the proposed Class is not practicable.

B. Commonality

37. There are questions of law and fact common to the Class that predominate over any questions affecting only individual Class Members. These common questions of law and fact include, without limitation:

a. Whether Defendants violated IWC Wage Order 5-2001 by requiring the plaintiff class members to work off-the-clock while clocked out for meal periods;.

b. Whether Defendants violated Labor Code sections 226.7 and 512, IWC Wage Order 5-2001 or other applicable IWC Wage Orders, and Cal. Code Regs., Title 8 section 11050 by failing to provide meal periods to GORDON BIERSCH's Non-Exempt Employees on days they worked in excess of five hours and failing to compensate said employees one hour's wages in lieu of meal periods;

c. Whether Defendants violated Labor Code sections 226.7 and 512, Wage Order 5-2001 or other applicable IWC Wage Orders, and Cal. Code Regs., Title 8, section 11050 by failing to provide second meal periods to GORDON BIERSCH's Non-Exempt Employees on days they worked in excess of ten hours;

d. Whether Defendants violated Labor Code sections 226.7, Wage Order 5-2001 or other applicable IWC Wage Orders, and Cal. Code Regs., Title 8, section 11050 by failing to provide daily rest periods to GORDON BIERSCH's Non-Exempt Employees for every four hours or major fraction thereof worked and failing to compensate said employees one hour's wages in lieu of rest periods;

e. Whether Defendants violated Wage Order 5-2001 or other applicable IWC Wage Orders, and Cal. Code Regs., Title 8, section 11050 by failing to provide minimum reporting time pay to GORDON BIERSCH's Non-Exempt Employees who reported for work as scheduled only to be furnished with less than half the usual or scheduled day's work without compensation for half the usual or scheduled day's work at the regular rate of pay;

f. Whether Defendants violated Labor Code section 2802, IWC Order 5-2001 or other applicable IWC Wage Orders, and Cal. Code Regs., Title 8, section 11050 by failing to compensate employees for required expenses, including specific work shirts and non-slip safety shoes;

g. Whether Defendants violated sections 17200, *et seq.* of the Business and Professions Code by failing to provide rest and meal periods without compensating non-exempt employees one hour's pay for every day such periods were not provided, failing to provide minimum reporting time pay, and failure to compensate employees for required expenses;

h. Whether Defendants violated sections 17200, *et. seq.* of the Business and Professions Code and Labor Code sections 218, 226.7, 512, 1194, 2802, IWC Wage Order 5-2001 and other applicable IWC Wage Orders of which violation constitutes a violation of fundamental public policy;

i. Whether Defendants converted money owed to Plaintiff and to the Members of the Plaintiff Class, for their own use;

j. Whether Defendants kept inadequate and inaccurate tip reporting records that unfairly and unlawfully increased Plaintiff and the putative class's state and federal income tax liability; and

k. Whether Plaintiff and the Members of the Plaintiff Class are entitled to equitable relief pursuant to Business and Professions Code sections 17200, *et. seq.*

C. Typicality

38. The claims of the named Plaintiff are typical of the claims of the Class. Plaintiff and all members of the Class sustained injuries and damages arising out of and caused by the Defendants common course of conduct in violation of laws, regulations that have the force and effect of law, and statutes as alleged herein.

D. Adequacy of Representation

39. Plaintiff will fairly and adequately represent and protect the interests of the members of the Class. Counsel who represents Plaintiff is competent and experienced in litigating large employment class actions.

E. Superiority of Class Action

40. A class action is superior to other available means for the fair and efficient

adjudication of ther controversy. Individual joinder of all Class Members is not practicable, and questions of law and fact common to the Class predominate over any questions affecting only individual members of the Class. Each member of the Class has been damaged and is entitled to recovery by reason of Defendants' illegal policy and/or practice of failing to pay hourly wages, failing to pay overtime wages for off-the-clock working while clocked out for meal periods, denying Class Members rest and meal periods without legal compensation, requiring employees to work in excess of ten hours per day without second meal periods, failing to legally provide Class Members minimum reporting pay, and failing to compensate employees for required expenses. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of the action that would preclude its maintenance as a class action.

VI.

CAUSES OF ACTION

FIRST CAUSE OF ACTION
Failure to Pay Hourly and Overtime Wages
(Labor Code § 1194; IWC Wage Order 5-2001; Cal. Code Regs., Title 8 § 11050(3)

41. Plaintiff incorporates paragraphs 1 through 40 as though fully set forth herein.

42. By their failure to pay straight time and overtime wages, as alleged above, Defendants willfully violated the provisions of Labor Code section 1194, IWC Wage Order 5-2001 and California Code of Regulations, section 11050(3).

43. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to represent have been deprived of straight time and overtime wages and/or other compensation in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest thereon, attorneys' fees, and costs.

44. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described below.

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SECOND CAUSE OF ACTION
Failure to Provide Meal Periods or Compensation in Lieu Thereof
(Lab. Code §§ 226.7, 512; IWC Order 5-2001 (11); Cal. Code Regs., Title 8 § 11050(11))

45. Plaintiff incorporates paragraphs 1 through 44 as though fully set forth herein.

46. By their failure to provide minimum statutory first and second meal periods, and failing to provide compensation for such unprovided meal periods, as alleged above, Defendants willfully violated the provisions of Labor Code sections 226.7 and 512, IWC Wage Order No. 5-2001 and and California Code of Regulations, section 11050(11).

47. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to represent have been deprived of premium wages and/or other compensation in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest thereon, attorneys' fees, and costs.

48. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described below.

THIRD CAUSE OF ACTION
Failure to Provide Rest Periods or Compensation in Lieu Thereof
(Lab. Code § 226.7; IWC Order 5-2001(12); Cal. Code Regs., Title 8 § 11050(12))

49. Plaintiff incorporates paragraphs 1 through 48 as though fully set forth herein.

50. By their failure to provide rest periods for every four (4) hours or major fraction thereof worked per day by non-exempt employees, and failing to provide compensation for such unprovided rest periods, as alleged above, Defendants willfully violated the provisions of Labor Code section 226.7, IWC Wage Order No. 5-2001, and California Code of Regulations, section 11050(12).

51. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to represent have been deprived of premium wages and/or other compensation in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest thereon, attorneys' fees, and costs.

52. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described below.

FOURTH CAUSE OF ACTION
Failure to Provide Minimum Reporting Time Pay
(IWC Wage Order 5-2001, Section (5A); Cal. Code Regs., Title 8, § 11050(5)(A))

53. Plaintiff incorporates all paragraphs 1 through 54 as though set forth herein.

54. By their failure to pay minimum reporting time wages as alleged above, Defendants willfully violated the provisions of Labor Code section 2802 and Wage Order No. 5-2001 and Cal. Code Regs., Title 8 section 11050(5)(A), which requires an employee furnished less than half the usual or scheduled day's work to be paid for half the usual or scheduled day's work, but in no event less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage and Cal. Code Regs., Title 8, section 11050 (5)(B), which requires employers to furnish at least two hour's work or commensurate pay to employees who report to work for a second time in a single work day.

55. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to represent have been deprived of wages in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest thereon, attorneys' fees, and costs.

56. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described below.

FIFTH CAUSE OF ACTION
Failure to Compensate Employees for Required Expenses
(Lab. Code § 2802; IWC Order 5-2001(9)(A) and (B); Cal. Code Regs., Title 8, §§ 11050(9)(A) and (B))

57. Plaintiff incorporates all paragraphs 1 through 56 as though set forth herein.

58. By their failure to compensate employees for required expenses as alleged above, Defendants willfully violated the provisions of Labor Code section 2802 and IWC Wage Order No. 5-2001 and Cal. Code of Regs., Title 8, section 11050(9)(A), which requires the employer to maintain all uniforms when the employer requires the employee to wear them and Cal. Code of Regs., Title 8, section 11050(9)(B), which requires that when tools or equipment are required by the employer or are necessary to the performance of a job, such tools and

equipment shall be provided and maintained by the employer.

59. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to represent have been deprived of the funds or money used to purchase the required specialty items and/or other compensation in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest thereon, attorneys' fees, and costs.

60. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described below.

SIXTH CAUSE OF ACTION
Violations of the Unfair Competition Law
(Bus. & Prof. Code, §§ 17200-17208)

61. Plaintiff incorporates paragraphs 1 through 60 as though fully set forth herein.

62. Defendants' failure to pay for all working hours, minimum reporting pay, and failure to compensate for un-provided rest and meal periods to Plaintiff and members of the Plaintiff Class, under the IWC Wage Orders and under California Labor Code, as alleged herein, constitute unlawful activity prohibited by Business and Professions Code section 17200 *et seq*.

63. The actions of Defendants in failing to pay Plaintiff and members of the Plaintiff Class in a lawful manner, as will be further alleged herein, constitute false, unfair, fraudulent and deceptive business practices, within the meaning of Business and Professions Code section 17200, *et. seq*.

64. Plaintiff is entitled to an injunction, specific performance under Business and Professions Code section 17202, and/or other equitable relief against such unlawful practices in order to prevent future loss, for which there is no adequate remedy at law, and to avoid a multiplicity of lawsuits. She brings this cause individually and as a member of the general public as a representative of all others subject to defendants' unlawful acts and practices.

65. As a result of their unlawful acts, Defendants have reaped and continue to reap unfair benefits at the expense of Plaintiff and the Class she seeks to represent. Defendants should be enjoined from their activity, caused to specifically perform its obligations, and made to disgorge these ill-gotten gains and restore to Plaintiff and the members of the Plaintiff Class the

wrongfully withheld wages and/or other monies pursuant to Business and Professions Code section 17200 *et seq*. Plaintiff is informed and believes, and thereon alleges, that Defendants are unjustly enriched through their failure to provide hourly wages, failure to provide overtime wages for off-the-clock working while clocked out for meal periods, failure to provide minimum reporting time pay, failure to provide meal periods or compensation in lieu thereof, failure to provide rest periods or compensation in lieu thereof, and failure to provide compensation for required expenses to Plaintiff and members of the Plaintiff Class.

66. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and members of the Plaintiff Class are prejudiced by Defendants' unfair trade practices. Specifically, and without limitation, Plaintiff seeks injunctive relief as to Defendant's tip reporting and causing Plaintiff and others similarly situated to incur taxation on tips not received and/or inaccurately recording tips in a manner that illegally and unfairly increase Plaintiff and the putative classes' state and federal tax liabilities. Plaintiff will seek to have the Court enjoin Defendants from such practices so as to prevent inaccurate income information being assigned to Plaintiff and others similarly situated and for which tax liability is incurred despite the fact that less than the reported income is earned.

67. As a direct and proximate result of the unfair business practices of Defendants, and each of them, Plaintiff, individually and on behalf of all employees similarly situated, is entitled to equitable and injunctive relief, including full restitution, specific performance, and/or disgorgement of all wages which have been unlawfully withheld from Plaintiff and members of the Plaintiff Class as a result of the business acts and practices herein and enjoining of Defendants to cease and desist from engaging in the practices described herein.

68. The illegal conduct alleged herein is continuing, and there is no indication that Defendants will not continue such activity into the future. Plaintiff alleges that if Defendants are not enjoined from the conduct set forth in the Complaint, they will continue to fail to provide hourly wages, fail to provide overtime wages for off-the-clock working while clocked out for meal periods, violate minimum reporting laws, fail to provide meal periods or appropriate compensation in lieu thereof, fail to provide rest periods or appropriate compensation in lieu

thereof, fail to compensate employees for required expenses, and will fail to pay and avoid paying appropriate taxes, insurance, and unemployment withholdings.

69. Plaintiff further requests that the court issue a preliminary and permanent injunction prohibiting Defendants from continuing to fail to pay hourly wages, require employees to work off-the-clock while clocked out for meal periods, continuing to dismiss employees without furnishing them with the usual or scheduled day's work or commensurate payment in lieu thereof, fail to provide rest periods and meal periods or provide appropriate compensation in lieu thereof, and fail to compensate employees for required expenses.

70. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described below.

VII.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as follows:

1. That the court determine this action may be maintained as a class action and certify the Plaintiff Class and each Plaintiff Sub-Class;
2. That the court determine that the failure of the Defendants to pay overtime compensation to the Plaintiffs and each Plaintiff Class member be adjudged and decreed to violate the applicable IWC Wage Orders, regulations and statutes;
3. That the Defendants be ordered to pay and judgment be entered for overtime wages for Plaintiffs and each Plaintiff Class member on the First Cause of Action, according to proof;
4. That the Defendants be ordered to pay and judgment be entered for meal period wages on the Second Cause of Action, according to proof;
5. That the Defendants be ordered to pay and judgment be entered for rest period wages on the Third Cause of Action, according to proof;
6. That the Defendants be ordered to pay and judgment be entered for minimum reporting time pay for Plaintiffs and each Plaintiff Class member on the Fourth Cause of Action, according to proof;

7. That the Defendants be ordered to pay and judgment be entered for compensation for required expenses for Plaintiffs and each Plaintiff Class member on the Fifth Cause of Action, according to proof;

8. That the Defendants be found to have engaged in unfair competition in violation of Business and Professions Code § 17200;

9. That the Defendants be ordered and enjoined to pay restitution to Plaintiff, each Plaintiff Class member and each Plaintiff Sub-Class member due to the Defendants' unlawful and unfair competition, including full restitution, disgorgement of their wrongfully obtained profits, wrongfully withheld wages according to proof, and interest thereon pursuant to Business and Professions Code §§ 17203 and 17204, on the Sixth Cause of Action;

10. That Defendants be enjoined from further acts of unfair competition and specifically from failing to pay overtime compensation and failing to provide rest and meal periods to class members on the Sixth Cause of Action;

11. That Defendants be enjoined from keeping inaccurate records regarding employee tips wherein the tip earnings are over-reported to tax authorities and resulting in increased and unfair tax liability to Plaintiff and the putative class;

12. That Plaintiff, each Plaintiff Class and each Plaintiff Sub-Class members be awarded Attorneys fees and costs pursuant to statute, including but not limited to Labor Code § 1194, Business & Professions Code Section 17200 et seq., and to the fullest extent permitted by Code of Civil Procedure § 1021.5;

13. Otherwise determine the appropriate remedy to compensate Plaintiff, each Plaintiff Class and each Sub-Class member as required to promote fairness and justice, including but not limited to establishing procedures for compensation, compensation amounts and fluid recovery if appropriate;

14. Prejudgment Interest to the extent provided by law; and

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15. Any other relief as this court deems just and proper.

COHELAN & KHOURY

Dated: March 13, 2008

By:______________________________

Michael D. Singer
J. Jason Hill
Counsel for Plaintiff ANGELIQUE COBB

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of her claims by jury to the extent authorized by law.

COHELAN & KHOURY

Dated: March 13, 2008

By:______________________________

Michael D. Singer
J. Jason Hill
Counsel for Plaintiff ANGELIQUE COBB

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO	
STREET ADDRESS: 330 West Broadway MAILING ADDRESS: 330 West Broadway CITY AND ZIP CODE: San Diego, CA 92101 BRANCH NAME: Central TELEPHONE NUMBER: (619) 685-6028	
PLAINTIFF(S) / PETITIONER(S): Angelique Cobb	
DEFENDANT(S) / RESPONDENT(S): Gordon Biersch Brewing Company Inc et.al.	
COBB VS. GORDON BIERSCH BREWING COMPANY INC	
NOTICE OF CASE ASSIGNMENT	CASE NUMBER: 37-2008-00079891-CU-OE-CTL

Judge: William R. Nevitt, Jr.

Department: C-64

COMPLAINT/PETITION FILED: 03/13/2008

CASES ASSIGNED TO THE PROBATE DIVISION ARE NOT REQUIRED TO COMPLY WITH THE CIVIL REQUIREMENTS LISTED BELOW

IT IS THE DUTY OF EACH PLAINTIFF (AND CROSS-COMPLAINANT) TO SERVE A COPY OF THIS NOTICE WITH THE COMPLAINT (AND CROSS-COMPLAINT).

ALL COUNSEL WILL BE EXPECTED TO BE FAMILIAR WITH SUPERIOR COURT RULES WHICH HAVE BEEN PUBLISHED AS DIVISION II, AND WILL BE STRICTLY ENFORCED.

TIME STANDARDS: The following timeframes apply to general civil cases and must be adhered to unless you have requested and been granted an extension of time. General civil consists of all cases except: Small claims appeals, petitions, and unlawful detainers.

COMPLAINTS: Complaints must be served on all named defendants, and a CERTIFICATE OF SERVICE (SDSC CIV-345) filed within 60 days of filing. This is a mandatory document and may not be substituted by the filing of any other document.

DEFENDANT'S APPEARANCE: Defendant must generally appear within 30 days of service of the complaint. (Plaintiff may stipulate to no more than a 15 day extension which must be in writing and filed with the Court.)

DEFAULT: If the defendant has not generally appeared and no extension has been granted, the plaintiff must request default within 45 days of the filing of the Certificate of Service.

THE COURT ENCOURAGES YOU TO CONSIDER UTILIZING VARIOUS ALTERNATIVES TO LITIGATION, INCLUDING MEDIATION AND ARBITRATION, PRIOR TO THE CASE MANAGEMENT CONFERENCE. MEDIATION SERVICES ARE AVAILABLE UNDER THE DISPUTE RESOLUTION PROGRAMS ACT AND OTHER PROVIDERS. SEE ADR INFORMATION PACKET AND STIPULATION.

YOU MAY ALSO BE ORDERED TO PARTICIPATE IN ARBITRATION PURSUANT TO CCP 1141.10 AT THE CASE MANAGEMENT CONFERENCE. THE FEE FOR THESE SERVICES WILL BE PAID BY THE COURT IF ALL PARTIES HAVE APPEARED IN THE CASE AND THE COURT ORDERS THE CASE TO ARBITRATION PURSUANT TO CCP 1141.10. THE CASE MANAGEMENT CONFERENCE WILL BE CANCELLED IF YOU FILE FORM SDSC CIV-359 PRIOR TO THAT HEARING

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

CASE NUMBER: 37-2008-00079891-CU-OE-CTL CASE TITLE: Cobb vs. Gordon Biersch Brewing Company Inc

NOTICE TO LITIGANTS/ADR INFORMATION PACKAGE

You are required to serve a copy of this Notice to Litigants/ADR Information Package and a copy of the blank Stipulation to Alternative Dispute Resolution Process (received from the Civil Business Office at the time of filing) with a copy of the Summons and Complaint on all defendants in accordance with San Diego Superior Court Rule 2.1.5, Division II and CRC Rule 201.9.

ADR POLICY

It is the policy of the San Diego Superior Court to strongly support the use of Alternative Dispute Resolution ("ADR") in all general civil cases. The court has long recognized the value of early case management intervention and the use of alternative dispute resolution options for amenable and eligible cases. The use of ADR will be discussed at all Case Management Conferences. It is the court's expectation that litigants will utilize some form of ADR – i.e. the court's mediation or arbitration programs or other available private ADR options as a mechanism for case settlement before trial

ADR OPTIONS

1) CIVIL MEDIATION PROGRAM: The San Diego Superior Court Civil Mediation Program is designed to assist parties with the early resolution of their dispute. All general civil independent calendar cases, including construction defect, complex and eminent domain cases are eligible to participant in the program. Limited civil collection cases are not eligible at this time. San Diego Superior Court Local Rule 2.31, Division II addresses this program specifically. Mediation is a non- binding process in which a trained mediator 1) facilitates communication between disputants, and 2) assists parties in reaching a mutually acceptable resolution of all or part of their dispute. In this process, the mediator carefully explores not only the relevant evidence and law, but also the parties' underlying interests, needs and priorities. The mediator is not the decision-maker and will not resolve the dispute – the parties do. Mediation is a flexible, informal and confidential process that is less stressful than a formalized trial. It can also save time and money, allow for greater client participation and allow for more flexibility in creating a resolution.

Assignment to Mediation, Cost and Timelines: Parties may stipulate to mediation at any time up to the CMC or may stipulate to mediation at the CMC. Mediator fees and expenses are split equally by the parties, unless otherwise agreed. Mediators on the court's approved panel have agreed to the court's payment schedule for county-referred mediation: $150.00 per hour for each of the first two hours and their individual rate per hour thereafter. Parties may select any mediator, however, the court maintains a panel of court-approved mediators who have satisfied panel requirements and who must adhere to ethical standards. All court-approved mediator fees and other policies are listed in the Mediator Directory at each court location to assist parties with selection. **Discovery:** Parties do not need to conduct full discovery in the case before mediation is considered, utilized or referred. **Attendance at Mediation:** Trial counsel, parties and all persons with full authority to settle the case must personally attend the mediation, unless excused by the court for good cause.

2) JUDICIAL ARBITRATION: Judicial Arbitration is a binding or non-binding process where an arbitrator applies the law to the facts of the case and issues an award. The goal of judicial arbitration is to provide parties with an adjudication that is earlier, faster, less formal and less expensive than trial. The arbitrator's award may either become the judgment in the case if all parties accept or if no trial de novo is requested within the required time. Either party may reject the award and request a trial de novo before the assigned judge if the arbitration was non-binding. If a trial de novo is requested, the trial will usually be scheduled within a year of the filing date.

Assignment to Arbitration, Cost and Timelines: Parties may stipulate to binding or non-binding judicial arbitration or the judge may order the matter to arbitration at the case management conference, held approximately 150 days after filing, if a case is valued at under $50,000 and is "at issue". The court maintains a panel of approved judicial arbitrators who have practiced law for a minimum of five years and who have a certain amount of trial and/or arbitration experience. In addition, if parties select an arbitrator from the court's panel, the court will pay the arbitrator's fees. Superior Court

3) SETTLEMENT CONFERENCES: The goal of a settlement conference is to assist the parties in their efforts to negotiate a settlement of all or part of the dispute. Parties may, at any time, request a settlement conference before the judge assigned to their case; request another assigned judge or a pro tem to act as settlement officer; or may privately utilize the services of a retired judge. The court may also order a case to a mandatory settlement conference prior to trial before the court's assigned Settlement Conference judge.

4) OTHER VOLUNTARY ADR: Parties may voluntarily stipulate to private ADR options outside the court system including private binding arbitration, private early neutral evaluation or private judging at any time by completing the "Stipulation to Alternative Dispute Resolution Process" which is included in this ADR package. Parties may also utilize mediation services offered by programs that are partially funded by the county's Dispute Resolution Programs Act. These services are available at no cost or on a sliding scale based on need. For a list of approved DRPA providers, please contact the County's DRPA program office at (619) 238-2400.

ADDITIONAL ADR INFORMATION: For more information about the Civil Mediation Program, please contact the Civil Mediation Department at (619) 515-8908. For more information about the Judicial Arbitration Program, please contact the Arbitration Office at (619) 531-3818. For more information about Settlement Conferences, please contact the Independent Calendar department to which your case is assigned. Please note that staff can only discuss ADR options and cannot give legal advice.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO	FOR COURT USE ONLY
STREET ADDRESS: 330 West Broadway	
MAILING ADDRESS: 330 West Broadway	
CITY, STATE, & ZIP CODE: San Diego, CA 92101-3827	
BRANCH NAME: Central	
PLAINTIFF(S): Angelique Cobb	
DEFENDANT(S): Gordon Biersch Brewing Company Inc et.al.	
SHORT TITLE: COBB VS. GORDON BIERSCH BREWING COMPANY INC	
STIPULATION TO ALTERNATIVE DISPUTE RESOLUTION PROCESS (CRC 3.221)	CASE NUMBER: 37-2008-00079891-CU-OE-CTL

Judge: William R. Nevitt, Jr.

Department: C-64

The parties and their attorneys stipulate that the matter is at issue and the claims in this action shall be submitted to the following alternative dispute resolution process. Selection of any of these options will not delay any case management time-lines.

- ☐ Court-Referred Mediation Program
- ☐ Private Neutral Evaluation
- ☐ Private Mini-Trial
- ☐ Private Summary Jury Trial
- ☐ Private Settlement Conference with Private Neutral
- ☐ Court-Ordered Nonbinding Arbitration
- ☐ Court-Ordered Binding Arbitration (Stipulated)
- ☐ Private Reference to General Referee
- ☐ Private Reference to Judge
- ☐ Private Binding Arbitration
- ☐ Other (specify): ______________________

It is also stipulated that the following shall serve as arbitrator, mediator or other neutral: (Name) ______________________

____

____

Alternate: (mediation & arbitration only) ______________________

Date: ______________________

____
Name of Plaintiff

____
Signature

____
Name of Plaintiff's Attorney

____
Signature

Date: ______________________

____
Name of Defendant

____
Signature

____
Name of Defendant's Attorney

____
Signature

(Attach another sheet if additional names are necessary). It is the duty of the parties to notify the court of any settlement pursuant to California Rules of Court, 3.1385. Upon notification of the settlement the court will place this matter on a 45-day dismissal calendar.

No new parties may be added without leave of court and all un-served, non-appearing or actions by names parties are dismissed.

IT IS SO ORDERED.

Dated: 03/13/2008

____
JUDGE OF THE SUPERIOR COURT

Secretary of State
Division of Business Services
312 Eighth Avenue North
Floor, William R. Snodgrass Tower
Nashville, Tennessee 37243

ISSUANCE DATE: 11/16/2007
REQUEST NUMBER: 07320104
TELEPHONE CONTACT: (615) 741-6488

CHARTER/QUALIFICATION DATE: 09/02/1999
STATUS: ACTIVE
CORPORATE EXPIRATION DATE: PERPETUAL
CONTROL NUMBER: 0376492
JURISDICTION: TENNESSEE

TO:
MILLER & MARTIN PLLC
832 GEORGIA AVE
SUITE 1000
NASHVILLE, TN 37402

REQUESTED BY:
MILLER & MARTIN PLLC
832 GEORGIA AVE
SUITE 1000
NASHVILLE, TN 37402

CERTIFICATE OF EXISTENCE

I, RILEY C DARNELL, SECRETARY OF STATE OF THE STATE OF TENNESSEE DO HEREBY CERTIFY THAT

"GB ACQUISITION, INC."

IS A CORPORATION DULY INCORPORATED UNDER THE LAW OF THIS STATE WITH DATE OF INCORPORATION AND DURATION AS GIVEN ABOVE;
THAT ALL FEES, TAXES, AND PENALTIES OWED TO THIS STATE WHICH AFFECT THE EXISTENCE OF THE CORPORATION HAVE BEEN PAID;
THAT THE MOST RECENT CORPORATION ANNUAL REPORT REQUIRED HAS BEEN FILED WITH THIS OFFICE; AND
THAT ARTICLES OF DISSOLUTION HAVE NOT BEEN FILED; AND
THAT ARTICLES OF TERMINATION OF CORPORATE EXISTENCE HAVE NOT BEEN FILED

FOR: REQUEST FOR CERTIFICATE

ON DATE: 11/16/07

	FEES	
RECEIVED:	$80.00	$0.00

TOTAL PAYMENT RECEIVED: $80.00

RECEIPT NUMBER: 00004291642
ACCOUNT NUMBER: 00000307

FROM:
MILLER & MARTIN PLLC (832 GEORGIA AVE)
1000 VOLUNTEER BLDG.
832 GEORGIA AVENUE
CHATTANOOGA, TN 37402-0000

THE GREAT SEAL OF THE STATE OF TENNESSEE — XVI — AGRICULTURE — COMMERCE — 1796

SS-4458

RILEY C. DARNELL
SECRETARY OF STATE

Secretary of State Business Information Search

Secretary of State Web Site | Instructions

Name	I.D. Number
GB ACQUISITION, INC.	0376492

Business Type*: CORPORATION
Profit/Nonprofit: FOR PROFIT
Status*: ACTIVE
Date of Formation/Qualification: 09/02/1999
Domestic/Foreign: DOMESTIC
Place of Incorporation/Organization: HAMILTON
Duration: PERPETUAL
FYC(Fiscal Year Closing) **Month:** DECEMBER

Principal Office:
Address Line 1: 2001 RIVERSIDE DRIVE
Address Line 2: SUITE 3100
City: CHATTANOOGA
State: TN
Zip: 374060000
Other than USA:

Registered Agent:
Name: LARRY D. BENTLEY
Address Line 1: 2001 RIVERSIDE DR.
Address Line 2: STE 3100
City: CHATTANOOGA
State: TN
Zip: 374060000

Business Filing History

* Important Note: Business filing History includes information about (1) the basis for an inactive status and (2) the current true name and filing status of a business with an assumed name or a changed status.

Note: This information is current as of three working days prior to today's date.

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Exhibit 2
Page 29

EXHIBIT 3

Secretary of State
Division of Business Services
312 Eighth Avenue North
Floor, William R. Snodgrass Tower
Nashville, Tennessee 37243

ISSUANCE DATE: 11/16/2007
REQUEST NUMBER: 07320104
TELEPHONE CONTACT: (615) 741-6488

CHARTER/QUALIFICATION DATE: 10/26/1992
STATUS: ACTIVE
CORPORATE EXPIRATION DATE: PERPETUAL
CONTROL NUMBER: 0258613
JURISDICTION: TENNESSEE

TO:
MILLER & MARTIN PLLC
832 GEORGIA AVE
SUITE 1000
NASHVILLE, TN 37402

REQUESTED BY:
MILLER & MARTIN PLLC
832 GEORGIA AVE
SUITE 1000
NASHVILLE, TN 37402

CERTIFICATE OF EXISTENCE

I, RILEY C DARNELL, SECRETARY OF STATE OF THE STATE OF TENNESSEE DO HEREBY CERTIFY THAT

"GORDON BIERSCH BREWERY RESTAURANT GROUP, INC."

IS A CORPORATION DULY INCORPORATED UNDER THE LAW OF THIS STATE WITH DATE OF INCORPORATION AND DURATION AS GIVEN ABOVE;
THAT ALL FEES, TAXES, AND PENALTIES OWED TO THIS STATE WHICH AFFECT THE EXISTENCE OF THE CORPORATION HAVE BEEN PAID;
THAT THE MOST RECENT CORPORATION ANNUAL REPORT REQUIRED HAS BEEN FILED WITH THIS OFFICE; AND
THAT ARTICLES OF DISSOLUTION HAVE NOT BEEN FILED; AND
THAT ARTICLES OF TERMINATION OF CORPORATE EXISTENCE HAVE NOT BEEN FILED

FOR: REQUEST FOR CERTIFICATE ON DATE: 11/16/07

	FEES	
RECEIVED:	$80.00	$0.00
TOTAL PAYMENT RECEIVED:		$80.00

RECEIPT NUMBER: 00004291642
ACCOUNT NUMBER: 00000307

FROM:
MILLER & MARTIN PLLC (832 GEORGIA AVE)
1000 VOLUNTEER BLDG.
832 GEORGIA AVENUE
CHATTANOOGA, TN 37402-0000

SS-4458

RILEY C. DARNELL
SECRETARY OF STATE

Secretary of State Business Information Search

Secretary of State Web Site | Instructions

Name	I.D. Number
GORDON BIERSCH BREWERY RESTAURANT GROUP, INC.	0258613

Business Type*: CORPORATION
Profit/Nonprofit: FOR PROFIT
Status*: ACTIVE
Date of Formation/Qualification: 10/26/1992
Domestic/Foreign: DOMESTIC
Place of Incorporation/Organization: HAMILTON
Duration: PERPETUAL
FYC(Fiscal Year Closing) **Month:** DECEMBER

Principal Office:
Address Line 1: 2001 RIVERSIDE DRIVE
Address Line 2: SUITE 3100
City: CHATTANOOGA
State: TN
Zip: 37406
Other than USA:

Registered Agent:
Name: H. ALLEN COREY
Address Line 1: 2001 RIVERSIDE DR.
Address Line 2: STE 3100
City: CHATTANOOGA
State: TN
Zip: 374060000

Business Filing History

*** Important Note: Business filing History includes information about (1) the basis for an inactive status and (2) the current true name and filing status of a business with an assumed name or a changed status.**

Note: This information is current as of three working days prior to today's date.

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Exhibit 3
Page 31

California Business Portal

Secretary of State DEBRA BOWEN

DISCLAIMER: The information displayed here is current as of APR 25, 2008 and is updated weekly. It is not a complete or certified record of the Corporation.

Corporation		
GORDON BIERSCH BREWING COMPANY		
Number: C1198755	**Date Filed:** 9/4/1987	**Status:** active
Jurisdiction: California		
Address		
2960 W. SAHARA AVE. STE. 200		
LAS VEGAS, NV 89102		
Agent for Service of Process		
DAN GORDON		
357 E. TAYLOR STREET		
SAN JOSE, CA 95112		

Blank fields indicate the information is not contained in the computer file.

If the status of the corporation is "Surrender", the agent for service of process is automatically revoked. Please refer to California Corporations Code Section 2114 for information relating to service upon corporations that have surrendered.

Exhibit 4
Page 32